

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

In re C.H. Robinson Worldwide, Inc.,
Overtime Pay Litigation

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**CASE NO. 07-MD-01849
(JNE)**

**DEFENDANT’S SUPPLEMENTAL MOTION TO APPROVE THE
SETTLEMENTS OF FLSA CLAIMS AND LAWSUITS**

Defendant C. H. Robinson Worldwide, Inc. (“Defendant” or “CHRW”) requests that the Court condition its approval of the settlement of Plaintiffs’ claims in accordance with the express provisions of the Settlement Agreements executed by Plaintiffs. Namely, that each Plaintiff provides CHRW with a completed IRS W-9 Form as a condition of receiving settlement funds. CHRW states as follows in support of its motion:

1. On or about November 28, 2006, Plaintiffs filed complaints in the United States District Courts for the District of Minnesota and the Northern District of Illinois, alleging in part that Plaintiffs were improperly classified as exempt under the Fair Labor Standards Act (“FLSA”) and worked hours for which they were not properly paid.
2. CHRW denies Plaintiffs’ allegations.
3. By April 6, 2007, CHRW reached final settlements with the approximately 200 plaintiffs who are represented by the law firm of Sprenger & Lang, PLLC.

4. By May 9, 2007, CHRW reached final settlements with the remaining plaintiffs represented by the law firm of Mansfield Tanick & Cohen P.A.

5. The Parties thus agree that, subject to Court approval, these disputes have been settled.

6. On July 12, 2007, the Judicial Panel on Multidistrict Litigation (“JPML”) ordered that the 102 FLSA lawsuits against CHRW be consolidated in this Court for purposes of approving the Parties’ settlements.

7. On November 29, 2007, the Parties filed a joint motion seeking this Court’s approval of the settlements because this case includes claims under the FLSA.

8. Under the terms of Paragraph 1 of the template Settlement Agreement (“Agreement”), the Parties agreed that: “Payment of the Settlement Amount is contingent upon Plaintiff providing Plaintiff’s Social Security number, complete name, and current address to CHRW, pursuant to IRS Form W-9. CHRW will issue, in accordance with applicable IRS procedures, an IRS Form W-2 to Plaintiff reflecting this payment.” *See* Settlement And General Waiver And Release Agreement (attached hereto as Exhibit 1).

9. Plaintiffs represented by Sprenger & Lang have provided CHRW with a completed IRS W-9 Form for each of their clients.

10. CHRW has not received any completed IRS W-9 Forms from Plaintiffs represented by Mansfield Tanick & Cohen.

11. Under the terms of the Agreements, until CHRW receives the completed IRS W-9 Forms from a particular plaintiff, it is not obligated to disburse settlement payments to that particular Plaintiff.

WHEREFORE, CHRW requests that this Court, in approving the settlement of this case, enter an order stating that in accordance with the Parties' Agreements, CHRW is not obligated to disburse the settlement payment to a particular plaintiff until CHRW receives the completed IRS W-9 From that particular plaintiff.

Respectfully submitted,

s/ Gerald L. Maatman, Jr.
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